

~~related equipment for the Station in an existing structure on or near the antenna tower or on the site specified in the Station's construction permit (Exhibits A & B).~~

h. Disclosure. No representation or warranty made by Seller in this Agreement, or any statement or certificate furnished to or to be furnished by the Seller to Buyer pursuant hereto, or in connection with the transactions contemplated hereby contains, or will contain any untrue statement of a material fact or omits, or will omit, to state a material fact necessary to make the statements contained therein not misleading.

7. Buyer's Representations and Warranties. Buyer represents, warrants, and covenants to Seller as follows:

a. Buyer's Organization and Standing. Buyer is a non-profit corporation duly organized and validly existing and in good standing under the laws of the State of California, and possesses all corporate power necessary to construct, own, and operate Station and carry out the provisions of this Agreement.

b. Buyer's Authority. The execution and delivery of this Agreement and the consummation of the purchase of Station provided for herein have been duly and validly authorized by Buyer's board of directors, which possesses the authority under Buyer's articles of incorporation and bylaws to grant such authorization.

performance of this Agreement upon default of Seller. Election by Buyer of this equitable right of specific performance shall not be in lieu of any claim to damages.

21. Notices. Any notices, requests, demands, or consents required or permitted to be given hereunder shall be in writing, sent by certified or registered mail, postage prepaid, or by prepaid telegram, confirmed by mail, as follows:

If to Seller: Mr. David Gardner
Raystay Company & Waymaker Co
P.O. Box 38
Carlisle, PA 17013 (717) 245-0040
(717) 245-9277 fax

With Copy to: _____

If to Buyer: Paul F. Crouch, President
Trinity Broadcasting Network
P. O. Box C-11949
Santa Ana, California 92711

With Copy to: Colby M. May, Esq.
May & Dunne, Chartered
1000 Thomas Jefferson Street, N.W.
Suite 520
Washington, D.C. 20007

or to such other addresses as either party may designate from time to time by written notice to the other party.

22. Further Assurances. Each of the parties hereto shall execute and deliver to the other party hereto such other instruments as may be reasonably required in connection with the performance of this Agreement.

23. Construction. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

24. Entire Agreement. This Agreement supersedes all prior agreements and understandings between the parties and may not be changed or terminated orally, and no attempted change, termination, amendment, or waiver of any of the provisions hereof shall be binding unless in writing and signed by both parties.

25. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

SELLER:

WITNESS:

By _____
President

By: _____

BUYER:

WITNESS:

By _____
Allan Brown
Assistant Secretary

By: _____

ASSET PURCHASE AGREEMENT

This Agreement dated this December day of November, 1991, by and between: (1) RAYSTAY COMPANY (herein referred to as "Seller"), and (2) Trinity Christian Center of Santa Ana, Inc., d/b/a/ Trinity Broadcasting Network, a nonprofit California corporation (herein referred to as "Buyer").

W I T N E S S E T H:

WHEREAS, Seller holds a valid, current, and unexpired construction permit issued by the Federal Communications Commission (herein referred to as "FCC" or "Commission") to construct and operate a low power television station on Channel 38 (614.0-620.0MHz), Lebanon, Pennsylvania (FCC File Number BPTTL-890309TD) (herein referred to as "Station"); and

WHEREAS, Seller is desirous of selling and assigning Station to Buyer, and Buyer is desirous of buying and acquiring Station from Seller;

NOW, THEREFORE, in consideration of the premises and of the mutual promises and covenants contained herein, Buyer and Seller, intending to be legally bound, hereby agree as follows:

1. Assets Sold and Purchased. Subject to the approval of the FCC and to the terms and conditions hereof, Seller agrees to sell and Buyer agrees to purchase the following assets, all of which Seller agrees are free and clear of any and all liens and encumbrances of any nature whatsoever:

a. FCC Authorizations. All FCC authorizations and applications for construction and operation of Station as listed in Exhibit A, and hereby incorporated herein.

other governmental or judicial body, for the cancellation, or material and adverse modification, of Station's authorizations.

d. No Material Default in Contractual Commitments.

Seller is not, and on the Closing Date will not be, in material default of any contractual commitment to which it is a party, or by which it is bound, and which is to be assigned to and assumed by Buyer.

e. Good Title to Properties. Seller has, and on the Closing Date will have, clear title and ownership, free of all liens, encumbrances or hypothecations, of all assets and property, rights, leases and contracts being assigned to Buyer hereunder.

f. Claims and Litigation. There is no claim or litigation or proceeding pending or, to the Seller's knowledge, threatened which affects the title or interest of Seller to or in any of the property or assets intended to be sold, assigned, and conveyed hereunder, or which would prevent or adversely affect the ownership, construction, use, or operation of the Station by Buyer.

~~g. Lease Rights. Seller represents and warrants that it has, and on the Closing Date will have, the right to: (a) construct and/or place the television antenna and all related equipment for the Station on the antenna tower or property identified in the Station's construction permit (Exhibits A & B), and (b) construct and/or place the television transmitter and all~~

~~related equipment for the Station in an existing structure on or near the antenna tower or on the site specified in the Station's construction permit (Exhibits A & B).~~

h. Disclosure. No representation or warranty made by Seller in this Agreement, or any statement or certificate furnished to or to be furnished by the Seller to Buyer pursuant hereto, or in connection with the transactions contemplated hereby contains, or will contain any untrue statement of a material fact or omits, or will omit, to state a material fact necessary to make the statements contained therein not misleading.

7. Buyer's Representations and Warranties. Buyer represents, warrants, and covenants to Seller as follows:

a. Buyer's Organization and Standing. Buyer is a non-profit corporation duly organized and validly existing and in good standing under the laws of the State of California, and possesses all corporate power necessary to construct, own, and operate Station and carry out the provisions of this Agreement.

b. Buyer's Authority. The execution and delivery of this Agreement and the consummation of the purchase of Station provided for herein have been duly and validly authorized by Buyer's board of directors, which possesses the authority under Buyer's articles of incorporation and bylaws to grant such authorization.

performance of this Agreement upon default of Seller. Election by Buyer of this equitable right of specific performance shall not be in lieu of any claim to damages.

21. Notices. Any notices, requests, demands, or consents required or permitted to be given hereunder shall be in writing, sent by certified or registered mail, postage prepaid, or by prepaid telegram, confirmed by mail, as follows:

If to Seller: Mr. David Gardner
Raystay Company & Waymaker Co
P.O. Box 38
Carlisle, PA 17013 (717) 245-0040
(717) 245-9277 fax

With Copy to: _____

If to Buyer: Paul F. Crouch, President
Trinity Broadcasting Network
P. O. Box C-11949
Santa Ana, California 92711

With Copy to: Colby M. May, Esq.
May & Dunne, Chartered
1000 Thomas Jefferson Street, N.W.
Suite 520
Washington, D.C. 20007

or to such other addresses as either party may designate from time to time by written notice to the other party.

22. Further Assurances. Each of the parties hereto shall execute and deliver to the other party hereto such other instruments as may be reasonably required in connection with the performance of this Agreement.

23. Construction. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

24. Entire Agreement. This Agreement supersedes all prior agreements and understandings between the parties and may not be changed or terminated orally, and no attempted change, termination, amendment, or waiver of any of the provisions hereof shall be binding unless in writing and signed by both parties.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

SELLER:

WITNESS:

By _____
President

By: _____

BUYER:

WITNESS:

By _____
Allan Brown
Assistant Secretary

By: _____

ASSET PURCHASE AGREEMENT

This Agreement dated this _____ day of December, 1991, by and between: (1) RAYSTAY COMPANY (herein referred to as "Seller"), and (2) Trinity Christian Center of Santa Ana, Inc., d/b/a/ Trinity Broadcasting Network, a nonprofit California corporation (herein referred to as "Buyer").

W I T N E S S E T H:

WHEREAS, Seller holds a valid, current, and unexpired construction permit issued by the Federal Communications Commission (herein referred to as "FCC" or "Commission") to construct and operate a low power television station on Channel 55 (716.0-722.0 MHz), Lebanon, Pennsylvania (FCC File Number BPTTL-890309NZ) (herein referred to as "Station"); and

WHEREAS, Seller is desirous of selling and assigning Station to Buyer, and Buyer is desirous of buying and acquiring Station from Seller;

NOW, THEREFORE, in consideration of the premises and of the mutual promises and covenants contained herein, Buyer and Seller, intending to be legally bound, hereby agree as follows:

1. Assets Sold and Purchased. Subject to the approval of the FCC and to the terms and conditions hereof, Seller agrees to sell and Buyer agrees to purchase the following assets, all of which Seller agrees are free and clear of any and all liens and encumbrances of any nature whatsoever:

a. FCC Authorizations. All FCC authorizations and applications for construction and operation of Station as listed in Exhibit A, and hereby incorporated herein.

other governmental or judicial body, for the cancellation, or material and adverse modification, of Station's authorizations.

d. No Material Default in Contractual Commitments.

Seller is not, and on the Closing Date will not be, in material default of any contractual commitment to which it is a party, or by which it is bound, and which is to be assigned to and assumed by Buyer.

e. Good Title to Properties. Seller has, and on the Closing Date will have, clear title and ownership, free of all liens, encumbrances or hypothecations, of all assets and property, rights, leases and contracts being assigned to Buyer hereunder.

f. Claims and Litigation. There is no claim or litigation or proceeding pending or, to the Seller's knowledge, threatened which affects the title or interest of Seller to or in any of the property or assets intended to be sold, assigned, and conveyed hereunder, or which would prevent or adversely affect the ownership, construction, use, or operation of the Station by Buyer.

~~g. Lease Rights.~~ Seller represents and warrants that it has, and on the Closing Date will have, the right to: (a) ~~construct and/or place the television antenna and all related equipment for the Station on the antenna tower or property identified in the Station's construction permit (Exhibits A & B),~~ and (b) construct and/or place the television transmitter and all

~~related equipment for the Station in an existing structure on or near the antenna tower or on the site specified in the Station's construction permit (Exhibits A & B).~~

h. Disclosure. No representation or warranty made by Seller in this Agreement, or any statement or certificate furnished to or to be furnished by the Seller to Buyer pursuant hereto, or in connection with the transactions contemplated hereby contains, or will contain any untrue statement of a material fact or omits, or will omit, to state a material fact necessary to make the statements contained therein not misleading.

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a. Buyer's Organization and Standing. Buyer is a non-profit corporation duly organized and validly existing and in good standing under the laws of the State of California, and possesses all corporate power necessary to construct, own, and operate Station and carry out the provisions of this Agreement.

b. Buyer's Authority. The execution and delivery of this Agreement and the consummation of the purchase of Station provided for herein have been duly and validly authorized by Buyer's board of directors, which possesses the authority under Buyer's articles of incorporation and bylaws to grant such authorization.

performance of this Agreement upon default of Seller. Election by Buyer of this equitable right of specific performance shall not be in lieu of any claim to damages.

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If to Seller: Mr. David Gardner
Raystay Company & Waymaker Co.
P.O. Box 38
Carlisle, PA 17013 (717) 245-0040
(717) 245-9277 fax

With Copy to: _____

If to Buyer: Paul F. Crouch, President
Trinity Broadcasting Network
P. O. Box C-11949
Santa Ana, California 92711

With Copy to: Colby M. May, Esq.
May & Dunne, Chartered
1000 Thomas Jefferson Street, N.W.
Suite 520
Washington, D.C. 20007

or to such other addresses as either party may designate from time to time by written notice to the other party.

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24. Entire Agreement. This Agreement supersedes all prior agreements and understandings between the parties and may not be changed or terminated orally, and no attempted change, termination, amendment, or waiver of any of the provisions hereof shall be binding unless in writing and signed by both parties.

25. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

SELLER:

WITNESS:

By

President

BUYER:

By:

WITNESS:

By

Allan Brown
Assistant Secretary

By:

United States of America
Federal Communications Commission
Washington, D.C. 20554

Approved by OMB
3060-0076
Expires 8/31/90

For Commission Use Only
File No.

APPLICATION FOR TRANSFER OF CONTROL OF A CORPORATE LICENSEE OR PERMITTEE, OR ASSIGNMENT OF LICENSE OR PERMIT,
FOR AN FM OR TV TRANSLATOR STATION, OR A LOW POWER TELEVISION STATION
(Carefully read instructions before filling out Form — RETURN ONLY FORM TO FCC)

Section 1 Assignor/Transferor

1. Application for: (check only one box for A. and B.)

A. ☒ Consent to assignment

☐ Consent to transfer of control

B. For a ☐ TV translator

☒ Low power TV station

☐ FM translator

2. Name of Assignor/Transferor

Raystay Company

Street Address (or other identification)

1101 Bldg 13184

Telephone No.
(Include Area Code)
(717) 245-0040

City

State

ZIP Code

Charlisle PA 17013

3. Authorization which is proposed to be assigned or transferred:

(a) Call letters

W23AW

(b) Location

Lancaster, Pennsylvania

4. NOTE: Where the licenses or permits have been granted to entities claiming preferences in the lottery selection process, the license or permit must ordinarily be held for a period of at least one year from the beginning of program tests.

Is the assignor or transferor in compliance with this requirement?

☐ YES ☐ NO

If No, attach as Exhibit No. _____ an appropriate showing. (See Section 73.3597 of the Commission's Rules)

N/A Application granted without lottery

5. Call letters of any auxiliary stations which are to be assigned:

None

6. Attach as Exhibit No. 1 a copy of the contract or agreement to assign the property and facilities of the station. If there is only an oral agreement, reduce the terms to writing and attach. The material submitted must include the complete agreement between the parties.

7. State in the attached Exhibit No. 2 whether the assignor, or any partner, officer, director, member of the assignor's governing board or any stockholder owning 10% or more of the assignor's stock has had any interest in or connection with any dismissed and/or denied application; or any FCC license that has been revoked.

The Exhibit should include the following information:

- (a) name of party with such interest;
- (b) nature of interest or connection, giving dates;
- (c) call letters or file number of application; or docket number;
- (d) location

Federal Communications Commission

Docket No. 93-75 Exhibit No. 14F237

Presented by Emmons

D. P. 1300	{	Identified	<u>12.2.53</u>
		Received	<u>12.2.53</u>
		Rejected	<u> </u>

Pop. for Am. War
Date 12.2.53

8. Since the filing of the assignor's/transferor's last renewal application for the authorization being assigned or transferred, or other major application has an adverse finding been made, a consent decree been entered or adverse final action been approved by any court or administrative body with respect to the assignor/transferor or any partner, officer, director, member of the assignor's governing board or any stockholder owning 10% more of assignor's/transferor's stock, concerning any civil or criminal suit, action or proceeding brought under the provisions of any federal, state, territorial or local law relating to the following: any felony, lotteries; unlawful restraints or monopolies; unlawful combinations; contracts or agreements in restraint of trade; the use of unfair methods of competition; fraud; unfair labor practices; or discrimination?

☐ YES ☒ NO

If Yes, attach as Exhibit No. _____ a full description, including identification of the court or administrative body, proceeding by file number, the person and matters involved, and the disposition or current status of the matter.

CERTIFICATION

Has or will the assignor/transferor comply with the public notice requirement of Section 73.3580 of the rules?

☒ YES ☐ NO

The ASSIGNOR/TRANSFEROR acknowledges that all its statements made in this application and attached exhibits are considered material representations, and that all of its exhibits are a material part hereof and are incorporated herein.

The ASSIGNOR/TRANSFEROR represents that this application is not filed by it for the purpose of impeding, obstructing, or delaying determination on any other application with which it may be in conflict.

In accordance with Section 1.65 of the Commission's Rules, the ASSIGNOR/TRANSFEROR has a continuing obligation to advise the Commission through amendments, of any substantial and significant changes in the information furnished.

WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT U.S. CODE, TITLE 18, SECTION 1001

I certify that the assignor's/transferor's statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Signed and dated this _____ day of December 1991.

Name of Assignor/Transferor

Ray, Stay Co

Signature

President

Title

United States of America
Federal Communications Commission
Washington, D.C. 20584

Approved by OMB
3060-0076
Expires 9/31/90

For Commission Use Only
File No.

APPLICATION FOR TRANSFER OF CONTROL OF A CORPORATE LICENSEE OR PERMITTEE, OR ASSIGNMENT OF LICENSE OR PERMIT,
FOR AN FM OR TV TRANSLATOR STATION, OR A LOW POWER TELEVISION STATION
(Carefully read instructions before filling out Form — RETURN ONLY FORM TO FCC)

Section 1 Assignor/Transferor

1. Application for: (check only one box for A. and B.)

A. ☒ Consent to assignment

☐ Consent to transfer of control

B. For a ☐ TV translator

☒ Low power TV station

☐ FM translator

2. Name of Assignor/Transferor

RAYSTAY COMPANY

Street Address (or other identification)

1101 BLOOMINGDALE ST

Telephone No.

(Include Area Code)

(717) 245-0040

City

State

ZIP Code

CHARLISLE PA 17013

3. Authorization which is proposed to be assigned or transferred:

(a) Call letters

(b) Location

4. NOTE: Where the licenses or permits have been granted to entities claiming preferences in the lottery selection process, the license or permit must ordinarily be held for a period of at least one year from the beginning of program tests.

Is the assignor or transferor in compliance with this requirement?

☐ YES ☐ NO

If No, attach as Exhibit No. _____ an appropriate showing. (See Section 73.3597 of the Commission's Rules)

N/A application granted without lottery.

5. Call letters of any auxiliary stations which are to be assigned:

None

6. Attach as Exhibit No. 1 a copy of the contract or agreement to assign the property and facilities of the station. If there is only an oral agreement, reduce the terms to writing and attach. The material submitted must include the complete agreement between the parties.

7. State in the attached Exhibit No. 2 whether the assignor, or any partner, officer, director, member of the assignor's governing board or any stockholder owning 10% or more of the assignor's stock has had any interest in or connection with any dismissed and/or denied application; or any FCC license that has been revoked.

The Exhibit should include the following information:

- (a) name of party with such interest;
- (b) nature of interest or connection, giving dates;
- (c) call letters or file number of application; or docket number;
- (d) location

8. Since the filing of the assignor's/transferor's last renewal application for the authorization being assigned or transferred, or other major application has an adverse finding been made, a consent decree been entered or adverse final action been approved by any court or administrative body with respect to the assignor/transferor or any partner, officer, director, member of the assignor's governing board or any stockholder owning 10% or more of assignor's/transferor's stock, concerning any civil or criminal suit, action or proceeding brought under the provisions of any federal, state territorial or local law relating to the following: any felony, lotteries; unlawful restraints or monopolies; unlawful combinations; contracts or agreements in restraint of trade; the use of unfair methods of competition; fraud; unfair labor practices; or discrimination?

☐ YES ☒ NO

If Yes, attach as Exhibit No. _____ a full description, including identification of the court or administrative body, proceeding by file number the person and matters involved, and the disposition or current status of the matter.

CERTIFICATION

Has or will the assignor/transferor comply with the public notice requirement of Section 73.3580 of the rules?

☒ YES ☐ NO

The ASSIGNOR/TRANSFEROR acknowledges that all its statements made in this application and attached exhibits are considered material representations, and that all of its exhibits are a material part hereof and are incorporated herein.

The ASSIGNOR/TRANSFEROR represents that this application is not filed by it for the purpose of impeding, obstructing, or delaying determination on any other application with which it may be in conflict.

In accordance with Section 1.65 of the Commission's Rules, the ASSIGNOR/TRANSFEROR has a continuing obligation to advise the Commission through amendments, of any substantial and significant changes in the information furnished.

**WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT
U.S. CODE, TITLE 18, SECTION 1001**

I certify that the assignor's/transferor's statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Signed and dated this _____ day of December, 1991.

Name of Assignor/Transferor

Ray Stary Co

Signature

President

Title

United States of America
Federal Communications Commission
Washington, D.C. 20554

Approved by OMB
3080-0078
Expires 5/31/90

For Commission Use Only
File No.

APPLICATION FOR TRANSFER OF CONTROL OF A CORPORATE LICENSEE OR PERMITTEE, OR ASSIGNMENT OF LICENSE OR PERMIT,
FOR AN FM OR TV TRANSLATOR STATION, OR A LOW POWER TELEVISION STATION
(Carefully read instructions before filling out Form — RETURN ONLY FORM TO FCC)

Section 1 Assignor/Transferor

1. Application for: (check only one box for A. and B.)

A. ☒ Consent to assignment

☐ Consent to transfer of control

B. For a ☐ TV translator

☒ Low power TV station

☐ FM translator

2. Name of Assignor/Transferor

RAYSTAY COMPANY

Street Address (or other identification)

1101 1810 1318

Telephone No.
(Include Area Code)

(717) 245-0040

City

State

ZIP Code

Carlisle PA 17013

3. Authorization which is proposed to be assigned or transferred:

(a) Call letters

W38BE

(b) Location

Lebanon, Pennsylvania

4. NOTE: Where the licenses or permits have been granted to entities claiming preferences in the lottery selection process, the license or permit must ordinarily be held for a period of at least one year from the beginning of program tests.

Is the assignor or transferor in compliance with this requirement?

☐ YES ☐ NO

If No, attach as Exhibit No. _____ an appropriate showing. (See Section 73.3597 of the Commission's Rules)

N/A Application granted without lottery.

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None

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7. State in the attached Exhibit No. 2 whether the assignor, or any partner, officer, director, member of the assignor's governing board or any stockholder owning 10% or more of the assignor's stock has had any interest in or connection with any dismissed and/or denied application; or any FCC license that has been revoked.

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- (c) call letters or file number of application; or docket number;
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☐ YES ☒ NO

If Yes, attach as Exhibit No. _____ a full description, including identification of the court or administrative body, proceeding by file number the person and matters involved, and the disposition or current status of the matter.

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I certify that the assignor's/transferor's statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Signed and dated this _____ day of December 1991

Ray Star Co

Name of Assignor/Transferor

Signature

President

Title

United States of America
Federal Communications Commission
Washington, D.C. 20554

Approved by OMB
3080-0075
Expires 8/31/90

For Commission Use Only
File No.

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A. ☒ Consent to assignment

☐ Consent to transfer of control

B. For a ☐ TV translator

☒ Low power TV station

☐ FM translator

2. Name of Assignor/Transferor

RAYSTAY COMPANY

Street Address (or other identification)

P O B O X 138

Telephone No.
(Include Area Code)

(717) 245-0040

City

State

ZIP Code

Charlisle PA 17013

3. Authorization which is proposed to be assigned or transferred:

(a) Call letters

W55BP

(b) Location

Lebanon, Pennsylvania

4. NOTE: Where the licenses or permits have been granted to entities claiming preferences in the lottery selection process, the license or permit must ordinarily be held for a period of at least one year from the beginning of program tests.

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- (b) nature of interest or connection, giving dates;
- (c) call letters or file number of application; or docket number;
- (d) location

7

75313

8. Since the filing of the assignor's/transferor's last renewal application for the authorization being assigned or transferred, or other major application has an adverse finding been made, a consent decree been entered or adverse final action been approved by any court or administrative body with respect to the assignor/transferor or any partner, officer, director, member of the assignor's governing board or any stockholder owning 10% more of assignor's/transferor's stock, concerning any civil or criminal suit, action or proceeding brought under the provisions of any federal, state, territorial or local law relating to the following: any felony, lotteries; unlawful restraints or monopolies; unlawful combinations; contracts or agreements in restraint of trade; the use of unfair methods of competition; fraud; unfair labor practices; or discrimination?

☐ YES ☒ NO

If Yes, attach as Exhibit No. _____ a full description, including identification of the court or administrative body, proceeding by file number, the person and matters involved, and the disposition or current status of the matter.

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☒ YES ☐ NO

The ASSIGNOR/TRANSFEROR acknowledges that all its statements made in this application and attached exhibits are considered material representations, and that all of its exhibits are a material part hereof and are incorporated herein.

The ASSIGNOR/TRANSFEROR represents that this application is not filed by it for the purpose of impeding, obstructing, or delaying determination on any other application with which it may be in conflict.

In accordance with Section 1.65 of the Commission's Rules, the ASSIGNOR/TRANSFEROR has a continuing obligation to advise the Commission through amendments, of any substantial and significant changes in the information furnished.

**WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT
U.S. CODE, TITLE 18, SECTION 1001**

I certify that the assignor's/transferor's statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Signed and dated this _____ day of December 1991

Name of Assignor/Transferor Ray, Jay Co

Signature _____

Title President

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Lee

12/3/91

David G

I have told Lewis
Cohen that we will
discontinue negotiations to
transfer our LPT V license
(construction permit) to
Trinity Broadcasting.
Please ask me if you
need further details,
OK to transfer to anyone else
you may wish to work with,